

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Joseph Montopoli, Fire Chief/EMC, 954-797-1842

**PREPARED BY:** Frank Suriano, Assistant Chief Administration, 954-797-1843

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF LAUDERHILL, CITY OF PLANTATION AND THE CITY OF TAMARAC FOR JOINT COVERAGE, AUTOMATIC AND MUTUAL AID OF FIRE RESCUE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

**REPORT IN BRIEF:** The proposed interlocal agreement between the Town and the City of Lauderhill, City of Plantation and the City of Tamarac is to expand on the operational concept of mutual aid and to extend the same to automatic aid for fire rescue services whereby each of the cities hereto shall automatically respond to an incident of emergency without the need for a specific request through the controlling dispatch system.

The provision of joint coverage and automatic aid will directly improve response activities in the geographic area of the Florida Turnpike between Mile Marker 63 and Mile Marker 55 where the Florida Turnpike transverses the corporate boundaries of the City of Lauderhill, City of Plantation, City of Tamarac and the Town of Davie.

**PREVIOUS ACTIONS:**

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

If yes, expected cost: \$

Account name and number:

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Interlocal Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF LAUDERHILL, CITY OF PLANTATION AND THE CITY OF TAMARAC FOR JOINT COVERAGE, AUTOMATIC AND MUTUAL AID OF FIRE RESCUE SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to enter into an agreement with each other to provide fire protection and other essential services; and

WHEREAS the Town of Davie, City of Lauderdale, City of Plantation and the City of Tamarac wish to enter into an Interlocal Agreement for joint coverage, automatic and mutual aid for fire rescue services; and

WHEREAS, the Town of Davie, City of Lauderdale, City of Plantation and the City of Tamarac have determined that it is mutually beneficial and in the best interest of the public to enter into this Inter local Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor to enter into an Interlocal agreement with the City of Lauderdale, City of Plantation and the City of Tamarac and deemed an evergreen agreement and renewed by mutual agreement of the parties.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

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MAYOR/COUNCILMEMBER

ATTEST:

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TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

**INTER-LOCAL AGREEMENT**

**BETWEEN**

**The City of Lauderdale**

**AND**

**The City of Plantation**

**AND**

**The City of Tamarac**

**AND**

**The Town of Davie**

**PROVIDING FOR  
COOPERATIVE AUTOMATIC  
FIRE RESCUE AID**

## **INTER-LOCAL AGREEMENT PROVIDING FOR COOPERATIVE AUTOMATIC FIRE RESCUE AID**

**THIS AGREEMENT** is made by and between the **City of Lauderhill**, a Florida municipal corporation ("**Lauderhill**"), the **City of Plantation**, a municipal corporation ("**Plantation**"), the **City of Tamarac**, a municipal corporation ("**Tamarac**"), and the **Town of Davie**, a municipal cooperation ("**Davie**").

### **W I T N E S S E T H:**

#### **ARTICLE I.**

##### **BACKGROUND, PURPOSE, INTENT AND DEFINITIONS**

- 1.1 It is the intent of the parties and the purpose of this Agreement for the cities described above to cooperate and provide for a means by which each city may exercise its powers, privileges and authority in common and jointly, in order to further a common goal, all pursuant to Section 163.01, Florida Statutes.
- 1.2 The respective governing bodies of each of the cities named herein have found that mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, inter-local undertaking.
- 1.3 All of the cities described above are going to enter into this Agreement to expand on the operational concept of mutual aid and to extend the same to automatic aid for fire rescue services, whereby each of the cities hereto shall automatically respond to an incident of emergency in accordance with this agreement without the need for a specific request through the controlling dispatch system.

#### **ARTICLE II.**

##### **DEFINITIONS**

- 2.1 For the purposes of this Agreement, the terms hereinafter set forth shall be deemed to govern the relationship between the cities names herein.
  - (a) *Contract Administrator* means the fire chiefs of the respective cities named herein.
  - (b) *Receiving Party* means the city receiving a response from the Responding Party of assistance in order to mitigate an incident of emergency.

- (c) *Responding Party* means the city providing assistance to the Receiving Party which has declared an incident of emergency.
- (d) *Territory* means the following geographic territory(s) described upon **Exhibit A attached** hereto and made a part hereof.

### **ARTICLE III.**

#### **RESPONSE UNITS**

- 3.1 Subject to the provisions of this agreement, each of the cities named above shall endeavor to immediately respond to an incident of emergency in the Territory in accordance with the implementation directives as are mutually agreed to by the contract administrators of all parties as if the incident of emergency and the point of response were within the municipal boundaries of the Responding Party, and such response shall occur automatically, without the need for a specific request through the controlling dispatch system.
- 3.2.1 The Responding Party shall endeavor to respond with a complement of personnel and equipment as described upon **Exhibit B** attached hereto and made a part hereof.
- 3.3 In the event a Responding Party is unable to respond as contemplated by this agreement, or leaves the scene as authorized in Paragraph 9.2, the Responding Party shall have no liability.

### **ARTICLE IV.**

#### **COMMUNICATIONS**

- 4.1 Each city described herein shall maintain common radio communication channels.
- 4.2 Each city described herein shall utilize a Common Incident Management System.
- 4.3 Each city described herein shall utilize common radio communication protocols.

### **ARTICLE V.**

#### **CONTRACT ADMINISTRATOR'S DISCRETION**

- 5.1 In the event of an incident of emergency contemplating a response by a Responding Party, such response shall be made in the professional discretion of the Contract Administrator or the Contract Administrator's designee, in rank, and in the event the Responding Party shall decline to respond to the incident of emergency, the Responding Party shall use best efforts to notify the Receiving Party Contract Administrator or his or her designee of such declination.

## **ARTICLE VI.**

### **INDEMNIFICATION**

- 6.1 Each of the cities named in this Agreement shall be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Inter-local Agreement.
- 6.2 Each of the cities named in this Agreement shall individually defend any action or proceeding brought against their respective agency pursuant to this Inter-local Agreement and shall be individually responsible for all of their respective costs, attorney fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof, including appellate proceedings.
- 6.3 Each of the cities named in this Agreement agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Inter-local Agreement.
- 6.4 The parties shall each be self insured, be part of the Florida Municipal Insurance Trust, or carry insurance coverage as permitted and required by law.
- 6.5 Notwithstanding the provisions contained herein, no party waives their sovereign immunity or any aspect thereof, nor any rights and privileges as provided in Section 768.28, Florida Statutes. Furthermore, in the rendering of service contemplated herein, no party waives, or elects between or among, any privilege, immunity, or defense to liability or damages.

## **ARTICLE VII.**

### **NO THIRD PARTY BENEFICIARY STATUS CREATED**

- 7.1 By the execution of this Agreement, the cities named herein do not intend to create a third party beneficiary status in any other person or entity.

## **ARTICLE VIII.**

### **CONTROL OF FIRE, RESCUE, EMERGENCY OR DISASTER SCENE**

- 8.1 When the Responding Party shall have reached the Receiving Party's incident or emergency site, the parties agree that the Receiving Party's on-site senior officer in command of the scene will have the authority to manage the Responding Party's



personnel and equipment, and such on-site senior officer shall be able to generally direct the activities of and deploy both personnel and equipment in the area of the incident or emergency.

- 8.2 Notwithstanding 8.1 above, the Responding Party shall command and be in control of its personnel with regard to the rendition of service, standards of performance, discipline of its officers and employees, and such other matters as shall be incidental to the performance of its fire fighting and rescue services. Neither the Responding party's officer otherwise in command of the Responding Party's personnel or members of the Responding Party's complement shall be obligated to obey any order of the Receiving Party's on-scene officer in command of the scene which is believed by them, or any of them, to be in violation of the laws of the State of Florida, the laws of the United States of America, or of the Responding Party's city, and shall not be required to obey any order which they, or any of them, believe may unnecessarily result in the likelihood or unreasonable risk of death or bodily injury, or the likelihood or unreasonable risk of death or bodily injury to the agents, officers or employees of the Responding Party's complement or which they believe may unnecessarily result in the likelihood or unreasonable risk of the Responding Party incurring a loss of or damage to the Responding Party's equipment.

## **ARTICLE IX.**

### **PRIORITY FOR SIMULTANEOUS CALLS**

- 9.1 An incident of emergency in the city of the Responding Party shall take precedence over the call from the Receiving Party.
- 9.2 In the event there shall occur an incident of emergency in the Responding Party's city at or during the time that the Responding Party is responding to the Receiving Party or rendering services thereto, which affects Responding Party's willingness or capability to provide aid to Receiving Party, the Responding Party shall immediately notify the Receiving Party and notwithstanding the lack of any other Mutual Aid Assistance, the Responding Party shall have the right to immediately quit the effort and remove its equipment and complement personnel.

## **ARTICLE X.**

### **TERM OF AGREEMENT**

- 10.1 This Agreement shall be deemed to be an evergreen agreement and renew from day-to-day, unless otherwise terminated in accordance with the terms hereof.

## **ARTICLE XI.**

### **TERMINATION**

11.1.1 Notice of termination shall be addressed to the city intended to receive same pursuant to Section 13.3 hereof.

11.2 Each party may terminate this agreement as to each party without cause; however, the provision of paragraph 6.1 shall survive any termination.

## **ARTICLE XII.**

### **RECORDATION**

12.1 A copy of this Agreement shall be recorded with the Clerk of the Circuit Court of Broward County, Florida, in accordance with the provisions of Section 163.01(11), Florida Statutes.

## **ARTICLE XIII.**

### **MISCELLANEOUS**

13.1 **WAIVER:** No waiver by any city of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by either city of the same, or any other provision or the enforcement thereof.

13.2 **NON-ASSIGNABILITY:** This Agreement or any portion hereof shall not be assigned or transferred by any party without the written consent of the other party.

13.3 **NOTICE:** Operational notice with respect to emergency response and operations shall be given via telephone, two-way radio or other verbal communications. The delivery of any items and the giving of legal notice for claims or termination of this Agreement shall be accomplished by making same, in writing, and by the delivery thereof by hand, or via U.S. mail, Return Receipt Requested.

### **For Lauderhill:**

City Manager  
City of Lauderhill  
2000 City Hall Drive  
Lauderhill, FL 33313  
(954) 730-3000

Copy to:

City Attorney  
City of Lauderhill  
2000 City Hall Drive  
Lauderhill, FL 33313

(954) 730-3000

**For Plantation:**

City Mayor  
City of Plantation  
400 NW 73 Ave.  
Plantation, FL 33317

Copy to:

City Attorney  
City of Plantation  
400 NW 73 Ave.  
Plantation, FL 33351

**For Tamarac:**

City Manager  
City of Tamarac  
7525 NW 88 Ave.  
Tamarac, FL 33321  
(954) 724-1230

Copy to:

City Attorney  
City of Tamarac  
7525 NW 88 Ave.  
Tamarac, FL 33321

**For Davie:**

Town Manager  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

Copy to:

Town Attorney  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

- 13.4 **CONSTRUCTION:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Broward County, Florida.
- 13.5 **SEVERABILITY:** Should any word, phrase or provision hereof be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.
- 13.6 **ENTIRE AGREEMENT; MODIFICATION:** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
- 13.7 **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- 13.8 **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.
- 13.9 **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 13.10 **EXHIBITS ARE INCLUSIONARY:** All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith. (DELETE)

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year set forth below their respective signatures.

**For Lauderhill:**

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY CLERK

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
CITY ATTORNEY

**For Plantation:**

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
CITY ATTORNEY

**For Tamarac:**

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY CLERK

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
CITY ATTORNEY

**For Davie:**

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
TOWN CLERK

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
TOWN ATTORNEY

## **“Exhibit A”**

### **Geographic Territory**

This agreement includes the specific geographic area commonly known as the Florida Turnpike between Mile 63 and Mile 55 where the Florida Turnpike transverses the corporate boundaries of the City of Tamarac, City of Lauderhill, City of Plantation and the Town of Davie.

In addition to the above, this agreement includes the geographic territory of:

Lauderhill

The geographic area within the incorporated boundaries of the City of Lauderhill and any additional areas to which Lauderhill provides fire rescue services by contract, agreement or other formal arrangement.

#### **Plantation**

The geographic area within the incorporated boundaries of the City of Plantation and any additional areas to which Plantation provides fire rescue services by contract, agreement or other formal arrangement.

#### **Tamarac**

The geographic area within the incorporated boundaries of the City of Tamarac and any additional areas to which Tamarac provides fire rescue services by contract, agreement or other formal arrangement.

#### **Davie**

The geographic area within the incorporated boundaries of the Town of Davie and any additional areas to which Davie provides fire rescue services by contract, agreement or other formal arrangement.

## **“Exhibit B”**

### **Equipment Available for Automatic Aid**

Note: Minimum numbers of units indicated. Assignments will be per Run Cards provided to Broward County Regional Communications Center.

#### **Lauderhill**

Station 30  
Engine 30  
Rescue 30  
Station 57  
Engine 57  
Rescue 57  
Battalion Chief  
Station 73  
Engine 73  
Rescue 73

#### **Plantation**

##### **Station 25 (5200 West Broward Blvd.)**

Engine 25  
Engine 225  
Rescue 25  
Utility 25

##### **Station 56 (550 NW 65 Ave.)**

Engine 56  
Snorkel 56  
Rescue 56  
Staff Officer

##### **Station 62 (12101 West Broward Blvd.)**

Engine 62  
Ladder 62

##### **Station 76 (8200 SW 3 Street)**

Engine 76  
Rescue 76

##### **Station 77 (901 North Pine Island Rd.)**

Engine 77  
Platform 77  
Hazmat 77



Station 96 (11050 West Sunrise Blvd.)

Engine 96

Engine 296

Rescue 96

Tamarac

Station 15 (6000 Hiatus Rd.)

Engine 15

Rescue 15

Rescue 215

Platform 15

Battalion Chief 15

Station 41 (7501 NW 88 Ave.)

"Squirt" 41

Rescue 41

Rescue 241

Station 78 (4801 West Commercial Blvd.)

Engine 78

Rescue 78

**Davie**

Station 104 (4491 Oakes Road)

Engine 104

Rescue 104

Station 38 (6905 Orange Drive)

Engine 38

Rescue 38

Station 65 (1200 Nob Hill Road)

Engine 65

Rescue 65

Station 68 (3600 Flamingo Road)

Engine 68

Rescue 68

## **Exhibit C**

### **Florida Turnpike Response**

The Florida Turnpike between Mile 63 (Commercial Blvd.) to Mile 55 (I-595) shall be initially responded to as follows:

1. South Bound from Mile 63 (Commercial Blvd.) to Mile 59 (Sunrise Blvd.) the City of Tamarac shall be the initial responder.
2. South Bound from Mile 59 (Sunrise Blvd.) to Mile 55 (I-595) the City of Plantation shall be the initial responder.
3. North Bound from Mile 55 (I-595) to Mile 59 (Sunrise Blvd.) the Town of Davie shall be the initial responder.
4. North Bound from Mile 59 (Sunrise Blvd.) to Mile 63 (Commercial Blvd.) the City of Lauderhill shall be the initial responder.